

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design to Bowyer-Singleton & Associates, Inc., of Orlando, Florida (Estimated Usage Amount of \$800,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-4202-09/DRR will provide preliminary engineering and final design services for the Dean Road widening project from SR 426 to the Orange County line.

On June 23, 2009, the Board approved the ranking and authorized staff to negotiate with Bowyer-Singleton & Associates Inc., of Orlando, Florida. The Award Agreement includes the negotiated rates from the firm as Exhibit "C", and the term will be for a period of seven (7) years, with one (1) renewal period not to exceed three (3) years. The backup documentation includes the Multiplier Computation sheet.

Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis, and funded within approved budget amounts. Funds are identified in Major/State Roads Program (Account #077541.560680, CIP #00198101).

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design to Bowyer-Singleton & Associates, Inc., of Orlando, Florida (Estimated Usage Amount of \$800,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-4202-09_DRR-Award Agreement (Bowyer-Singleton)
2. PS-4202-09_DRR - Backup Documentation

Additionally Reviewed By:☒ County Attorney Review (Arnold Schneider)

**CONSULTANT SERVICES AGREEMENT
DEAN ROAD WIDENING PROJECT PRE-DESIGN AND FINAL DESIGN
(PS-4202-09/DRR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BOWYER-SINGLETON & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 520 S. Magnolia Avenue, Orlando, Florida 32801, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for Dean Road widening project pre-design and final design in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This

Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of seven (7) years and, at the sole option of COUNTY, may be renewed for one (1) successive period not to exceed three (3) years. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the

dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and

subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed.

(g) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

(h) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for

audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's

services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement

arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given

not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida

and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents

of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in

writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, em-

ployees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONSULTANT:

Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

BOWYER-SINGLETON & ASSOCIATES, INC.

, Secretary

(CORPORATE SEAL)

By: _____
KEVIN E. KNUDSEN, P.E., President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk

8/3/09 8/11/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4202.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate



EXHIBIT A

Dean Rd – State Road 426 the Orange County Line Draft Scope of Services Phase I – Preliminary Engineering

1.0 Administration

1.1 Project Initiation/Notice to Proceed

The **CONSULTANT** will prepare for and attend a Kick-off Meeting with the **COUNTY's** Project Manager, staff and others as determined by the **COUNTY**. At this meeting, the **COUNTY** and key members of the **CONSULTANT's** team will set the final parameters for the project.

The executed work order will serve as the Notice to Proceed.

1.2 Project Schedule

As part of the man-hour and lump-sum fee proposal, the **CONSULTANT** will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. Submittal will be in 11"x17" paper format and in Adobe Acrobat (.pdf) electronic format. The schedule will indicate both projected and actual completion dates. The **CONSULTANT** will send the **COUNTY's** Project Manager an e-mail update of the schedule as needed throughout the project.

1.3 Project Status Meetings

The appropriate members of the **CONSULTANT's** team will attend up to four (4) periodic meetings with the **COUNTY's** Project Manager and staff to discuss the project's progress, status, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the **COUNTY** and the **CONSULTANT's** team. The **CONSULTANT** will prepare and distribute meeting minutes within ten (10) days following each meeting. The **CONSULTANT** will also prepare a bi-weekly status report and submit via email by every other Friday at 12:00.

The **CONSULTANT** will discuss the project's progress and issues with the **COUNTY** biweekly or more frequently if necessary, via telephone and/or email.

2.0 Public Involvement

The purpose of the public involvement element is to get the community involved in the project development and decision making process so that the **COUNTY** can develop a project that not only meets the transportation needs of the area, but is also supported by the community it serves. Therefore, the **CONSULTANT** will conduct the following public involvement activities throughout the project.

2.2 Public Involvement Meetings

The **CONSULTANT** will prepare for two (2) public involvement meetings as described below. The Consultant shall prepare a Public Involvement Plan (PIP), and submit it to the **COUNTY's** Project Manager for review and approval prior to commencing the public meeting process. The PIP shall delineate the Consultant's efforts to inform and involve the citizens of the County, the appropriate state and local agencies, and the responsible appointed and elected public officials in the project planning, review and approval process.

2.2.1 Public Meeting No. 1

The **CONSULTANT** will coordinate and conduct, with the **COUNTY's** assistance, a public involvement meeting within twelve (12) weeks of the issuance of the executed work order. The purpose of this meeting is to inform the community of the **CONSULTANT's** scope of work and the various alternative alignments under consideration and to provide the **CONSULTANT** with public input regarding each of the alternatives.

The meeting will include a formal presentation followed by a question and answer period. The CONSULTANT will have staff available to respond to questions from the public.

2.2.2 Public Meeting No. 2

Following completion of the alternative analysis activities and identification of a preferred improvement concept, the CONSULTANT will coordinate and conduct public meeting #2. The purpose of this meeting is to inform the public of the recommended alignment before presentation to the BCC. The CONSULTANT will present the recommended alignment to the public and respond to their questions and comments.

The CONSULTANT will conduct all meetings for the COUNTY and will ensure that at least four (4) personnel are present from the CONSULTANT. The CONSULTANT will be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting within two weeks. The CONSULTANT will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

2.3 Board of County Commissioners Public Hearing

The CONSULTANT will provide all support necessary for the COUNTY to conduct a Final Public Hearing on the recommended improvement concept. The COUNTY will present the project and the recommendations to the BCC for action, with assistance from the CONSULTANT.

2.4 Coordination Meetings

The CONSULTANT will coordinate and conduct meetings with local entities and state organizations, as necessary.

2.5 Small Group Meetings

The CONSULTANT will be available to conduct up to six (6) meetings with organizations interested in the Preliminary Engineering Study (PES). These meetings / presentations may be made to informal homeowners groups, formal homeowner associations or other organizations. The CONSULTANT will be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting.

The CONSULTANT will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

2.6 Mailing List

The CONSULTANT will prepare a mailing list of interested parties which includes any person or institution expressing an interest in the project, potential permitting or review agencies, utility companies, elected and appointed officials in the area, community leaders, and media representatives. The list will also contain all homeowners / property owners located within 300 feet of any improvement concept.

The CONSULTANT will regularly update the mailing list during the course of the study. The CONSULTANT will give the COUNTY a copy of the mailing list used for each mailout.

2.7 Newsletters

The CONSULTANT will prepare and distribute at least four (4) project newsletters. The newsletters will be mailed to notify the public of the meetings and the BCC hearing. Another will be mailed to notify the public of the results of BCC hearing and will provide a schedule for the upcoming final design, land acquisition and construction phases. Additional newsletters may be required by the COUNTY.

The newsletters will be printed in color on 8 1/2 " x 11" sheets. The CONSULTANT will send the newsletters to everyone on the mailing list, plus will print additional copies to be made available at the public meetings. The newsletters will be distributed as needed through the small group meetings, workshops and public meetings, and individual requests.

2.9 Advertisements

The CONSULTANT will prepare display advertisements to be posted in the Orlando Sentinel and the Seminole Herald prior to the two (2) Public Involvement meetings. The advertisements will be in black and white 6 7/16" by 7" (21 column-inches).

All advertisements shall be approved by the COUNTY prior to any release or publication. There will be no exceptions to this requirement.

3.0 Data Collection

The CONSULTANT will collect all data necessary to develop and evaluate a reasonable range of alternative improvement concepts to meet the forecasted transportation demand of the Dean Rd. corridor, as described. The CONSULTANT is to use all available information gathered, including past reports and studies of the area by the COUNTY or other agencies.

3.1 Aerial Photography / Base Maps

The CONSULTANT will prepare minimum 1" = 200 feet scale verified color aerial photography base maps. The CONSULTANT will prepare the aerial photography, suitable for public display with appropriate labeling. This photography will be used to present the overall project concept, master drainage plans, recommended alignment, right of way requirements and other appropriate information.

3.2 Existing Roadway Characteristics

The CONSULTANT will conduct field investigations to collect all pertinent existing roadway information necessary to develop, evaluate and compare the alternative improvement concepts. The roadway data will be compiled, documented and mapped on the aerial photography base maps for review by the COUNTY and for use at the public presentations.

3.3 Traffic Data

The CONSULTANT will collect the traffic data and develop the travel information listed below:

3.3.1 Traffic Counts

The CONSULTANT will collect a combination of 48-hour, 24-hour and classification traffic counts (at 15-minute increments) at a minimum of four (4) locations along the corridor and at all major side streets.

The CONSULTANT will collect turning movement counts at two (2) major signalized intersections and at least four (4) major unsignalized intersections throughout the corridor

3.3.2 Traffic Factors

Using the data collected through the traffic count program described above, the CONSULTANT will develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)
- Seasonal Factors
- Equivalent Single Axle Loads (ESAL's)

The CONSULTANT will document how they determined these factors.

3.3.3 Travel Forecasts

Using the METROPLAN ORLANDO (MPO) approved travel forecasting model, the CONSULTANT will prepare opening year, interim year, and design year travel forecasts for the Dean Rd PES segment for Build and No-Build conditions. The CONSULTANT will perform any model validations required and will document them.

The travel forecasts will be presented as average annual daily traffic (AADT), and directional design hour volumes (DDHV). For the purpose of this study the following horizon years will be assumed:

- Opening Year - 2015
- Interim Year - 2025
- Design Year - 2035

The CONSULTANT will also prepare peak hour turning movement forecasts for each major intersection.

The design traffic will be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic, the CONSULTANT will perform an AM and PM peak hour operational analysis of each major intersection (for both the Build and No-Build concepts) to establish the minimum required lane geometry needed to adequately serve the projected turning movements.

3.3.4 Design Traffic Report

The CONSULTANT will document the traffic data, travel forecasting and analysis activities in an interim *Design Traffic Report* that will be submitted to the COUNTY for review and approval. The final *Design Traffic Report* will be completed prior to the BCC Hearing. Pertinent information from the *Design Traffic Report* will be included in the *Dean Rd Preliminary Engineering Report*.

3.4 Accident Data

The CONSULTANT will collect available accident data / information from local sources for the most recent three (3) years. The data collected will, at a minimum, include number and type, location, fatalities and injuries. The CONSULTANT will consider this data as they make their recommendations for improvements.

3.5 Roadside Safety

The CONSULTANT will evaluate roadside safety and make recommendations as to possible ways to improve safety.

3.6 Utilities

The CONSULTANT will identify any existing and proposed utilities which may influence location and design, including overhead transmission lines, microwave towers, underground water, sanitary sewer, force mains, power cables, etc.

The CONSULTANT will document this information in the Utility Section of the *Dean Rd Preliminary Engineering Report*, which will summarize how the existing utilities will influence location and design considerations.

3.7 Transportation Plans

The CONSULTANT will review and document plans for all modes of transportation including automobile, transit, bikeways, trails, non-motorized vehicles, etc. The information received from these plans will be used to reaffirm the project need and to develop and evaluate the alternative improvement concepts.

3.8 Soil Survey and Geotechnical Data

The CONSULTANT will review existing soil maps and available geotechnical information for the study area.

The CONSULTANT will also perform one soil boring to a depth of 25 feet for each proposed stormwater management facility and will provide an estimated seasonal high water level for each facility.

The results of the geotechnical data collection activities will be documented in the Geotechnical Section of the *Dean Rd Preliminary Engineering Report*. This section will document existing data and boring results, and will contain preliminary recommendations relevant to the project.

3.9 Contamination / Hazardous Material Sites

The CONSULTANT will review available records to identify sites with documented or possible undocumented contamination. To supplement this recorded information, the CONSULTANT will perform a field review of the study area to identify non-reported sites which may potentially be contaminated with hazardous materials. The contamination data and analysis activities will be documented in the Contamination Section of the *Dean Rd Preliminary Engineering Report*.

3.10 Right of Way Mapping

The CONSULTANT will prepare a right of way identification map for the project at a minimum of 1" = 200 feet scale. The purpose of this map is to provide a tool for the COUNTY to track right of way ownership and needs prior to the development of Right-of-Way Maps during design. Among other things, the COUNTY will use this to discuss advanced acquisitions/donations with property owners and developers.

The maps will include section line ties, existing right of way, sub-divisions and property lines based on the last deed of record. The CONSULTANT will track on this map any right-of-way acquired through Development Agreements or other agreements.

3.10.1 Surveying Service

At a minimum, the CONSULTANT will survey the necessary Sections for the corridor to determine the positions of the section and quarter section corners. The surveyor will provide the coordinates in both "hard copy" and electronic data formats. Field data will be kept in standard field books and submitted to the COUNTY Project Manager upon completion of the final design phase unless requested before this time. Additional surveying details are included in the Design Scope of Services.

3.11 Land Use Plans

The CONSULTANT will collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement. Information to be collected will include, at minimum, future land use plans, proposed development plans, zoning regulations, comprehensive plans, and preliminary and final plats. This information will be updated regularly throughout the study period.

The CONSULTANT will map pertinent information on the aerial photography base maps and the right of way identification maps for use throughout the course of the project.

3.12 Cultural Features

The CONSULTANT will collect information on cultural facilities like parks, schools and recreation areas, as well as the neighborhoods they serve, located within the vicinity of the Dean Rd study segment. This information will be mapped and documented.

3.13 Archaeological and Historic Features

The CONSULTANT will identify recorded historical and archaeological sites within the study area by coordinating with the State Historic Preservation Office (SHPO). If there are significant sites located within the vicinity of the alignment alternatives an Archaeological Sub-Consultant will be contracted to supplement this recorded information by performing a field review of the study area to identify non-reported sites which may potentially be eligible for historic designation. Utilizing this information, the CONSULTANT will map all sites that may influence the location and evaluation of alternative improvement concepts. This information will be documented in the Cultural Resource Section of the *Dean Rd Preliminary Engineering Report*.

3.14 Hydraulic and Natural Features

The CONSULTANT will review existing information to identify significant hydraulic and natural features found within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, include the following:

- * Wetlands
- * Water Quality
- * Floodplains and Floodways

The CONSULTANT will document, in report and map format, all information that may influence the location and evaluation of alternative improvement concepts.

3.14.1 Permit Information

The CONSULTANT will also collect project related permit information to determine whether environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits will be required. This activity will include identifying all relative permitting agencies, as well as all existing permits.

3.14.2 Preliminary Drainage Analysis

The CONSULTANT will identify existing drainage deficiencies within the project corridor and vicinity (including drainage outfalls) and will recommend solutions to be incorporated with the project. This includes reviewing existing drainage studies and reports.

3.15 Threatened and Endangered Species

The CONSULTANT will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. The CONSULTANT will document in report and map format in the *Dean Rd Preliminary Engineering Report* all information that may influence the location and evaluation of alternative improvement concepts.

3.16 Corridor Analysis / Project Needs

Following completion of the data collection and evaluation activities, the CONSULTANT will analyze the corridor study area. This analysis will determine if the existing Dean Rd corridor is the most appropriate corridor within which alternative improvement concepts should be developed and evaluated.

The Corridor Analysis activities will, at a minimum, reconfirm the improvement need, address the existing and projected travel demand within the corridor, the current and projected development patterns within the corridor, and the presence of any environmentally sensitive features within the corridor.

The Corridor Analysis will be documented in the Corridor Analysis Section of the *Dean Rd Preliminary Engineering Report*.

4.0 Development and Analysis of Improvement Alternatives

The CONSULTANT will perform the following tasks to develop, analyze and compare alternative improvement concepts within the Dean Rd corridor.

4.1 Alternative Typical Sections

Based on the Draft Design Traffic Report, the CONSULTANT will develop a minimum of three (3) appropriate alternative typical sections for evaluation. The CONSULTANT will then evaluate these typical sections using criteria that will include but not be limited to access management standards, right-of way requirements, traffic volumes, and bicycle and pedestrian features. The analysis will be documented in the *Dean Rd Preliminary Engineering Report* and submitted to the COUNTY with a recommendation of a preferred typical section.

4.2 Access Management Determination

The CONSULTANT will evaluate the effects of different access management classifications for Dean Rd and will recommend an appropriate access management classification for the road. This includes recommending minimum median opening and directional median spacing and locations. In addition, the CONSULTANT shall also recommend appropriate geometric design at intersections and median openings, including median noses and curb returns, to accommodate U-turn maneuvers.

The CONSULTANT will document the evaluation and recommendation of the alternative access management classifications in the *Dean Rd Preliminary Engineering Report*.

4.3 Alternative Improvement Concepts

4.3.1 Develop Alternative Alignment Improvement Concepts

The CONSULTANT will develop a minimum of three (3) Alternative Alignment Improvement Concepts for each of the typical sections under evaluation.

The proposed right of way requirements will be printed on each Alternative Alignment Improvement Concept display. The approximate square footage of each parcel affected by the alternative will be printed on the aerial within the parcel.

4.3.2 Analyze Alternative Improvement Concepts

The CONSULTANT will analyze the benefits and impacts associated with each Concept as well as the No-Build Concept. The analyses to be performed for each Concept, including engineering and environmental assessment, are described below:

- Cost Analysis - The CONSULTANT will develop engineering design, right of way and construction cost estimates for each alternative. Right of way cost estimates will include combined values for right of way administration, land cost and damages.
- Grant Funding - The CONSULTANT will research potential grant funding opportunities for the alternatives developed.

- **Conceptual Drainage Analysis** - The CONSULTANT will perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required stormwater management facilities.
- **Community Impact Analysis** - The CONSULTANT will estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative. The right-of-way cost estimate will reflect the cost of these impacts while this measure will reflect the number of each impacted.
- **Visual / Aesthetics** - The CONSULTANT will prepare concept renderings at various locations for each alternative improvement concept. These renderings will be used to convey the future appearance (i.e. visual and aesthetics) of each alternative improvement concept to the public at the various meetings.
- **Wetland Impacts** - The CONSULTANT will estimate the acres of wetlands, if any, impacted by each alternative.
- **Flood Plain Impacts** - The CONSULTANT will estimate the extent of flood plain encroachment, if any, of each alternative.
- **T&E Species Impacts** - The CONSULTANT will quantify / qualify potential impacts to threatened and endangered species habitat associated with each alternative.
- **Archaeological and Historic Feature Impacts** - The CONSULTANT will estimate the number and extent of impacts caused to archaeologically significant or historical structures.
- **Contaminated Sites Impacted** - The CONSULTANT will estimate the number and extent of impacts to contaminated sites, and shall recommend whether a Phase II Environmental Site Assessment should be completed.
- **Tree Impacts** - The CONSULTANT will estimate the number, type and size of trees impacted by each alternative.
- **Lighting** - The CONSULTANT will determine if lighting is justified for any portion of each alternative.
- **Geotechnical Analysis** - The CONSULTANT will evaluate the suitability of the soil underlying each alternative.

4.3.3 Evaluation Matrix

The CONSULTANT will prepare an evaluation matrix to document and compare each alternative. This matrix will be used to clearly identify the most viable improvement concept. It will be prepared in a manner suitable for presentation to the public. A draft matrix shall be submitted to the COUNTY's Project Manager for review at least fifteen (15) days prior the second public involvement meeting. The COUNTY's review comments shall be incorporated into the matrix prior the second public involvement meeting with the recommended alternative labeled. The final Evaluation Matrix will be ready for inclusion in the BCC Public Hearing agenda package.

4.4 Select Preferred Alternative

Following completion of the alternative analysis and prior to the second public involvement meeting, the CONSULTANT, in association with the COUNTY Project Team, will select a preferred improvement alternative to be evaluated at a more detailed level.

5.0 Preferred Improvement Concept

The CONSULTANT will refine the preferred improvement concept to finalize the major elements of the project. These refinements will include estimating the right of way limits, pond locations, social impact estimates, cost and other major features needed to advance the project to the design phase.

5.1 Dean Rd Preliminary Engineering Report

The *Dean Rd Preliminary Engineering Report* will clearly explain why the Project Team made the decisions they did. It will document all public involvement activities, alternatives development and analysis efforts, all activities leading to and including the final recommendations.

The CONSULTANT will submit the draft *Dean Rd Preliminary Engineering Report* within two (2) weeks after the second Public Involvement meeting. The revised draft will be submitted at least five (5) weeks prior to the BCC Public Hearing in time to be included in the preparation of the BCC agenda memorandum.

The CONSULTANT will finalize this document following the BCC Public Hearing by incorporating the final public input received and the BCC's final action on the recommendation.

6.0 Deliverables

Please note that all deliverables are to be submitted in both hard copy and in Adobe Acrobat (.pdf)

The number and format of the deliverables requested are as follows:

Alternative Improvement Concepts (11x17 color) 2
Recommended Improvement Concepts (11x17 color) 2

Draft Design Traffic Report 2
Design Traffic Report 2
Geotechnical Report 2

Items for BCC Agenda Package

• Evaluation Matrix 15
• Recommended Typical Section 15
• Project Location Map 15

Dean Rd Preliminary Engineering Report

• Draft 2
• Revised Draft 2
• Final Report 5

Right-of-Way Identification Map 2

———— End of Phase I Scope ———

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Master Agreement Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Consultant:

 _____, Secretary

By: _____
 _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

By: _____
 Cindy Coto, County Manager

Date: _____
 As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

Bowyer-Singleton & Associates, Inc.
Billable Rate Request
PS-4202-09/DRR

<u>Category</u>	<u>Raw Rate</u>	<u>Total Acceptable Multiplier</u>	<u>Proposed Hourly Rate</u>
Principal-In-Charge/QC Manager	\$ 75.00	2.9	\$ 217.50
Project Manager	\$ 51.23	2.9	\$ 148.57
Senior Engineer	\$ 44.13	2.9	\$ 127.98
Engineer	\$ 30.82	2.9	\$ 89.38
Senior Engineering Technician	\$ 27.00	2.9	\$ 78.30
Engineering Technician	\$ 16.75	2.9	\$ 48.58
Senior Environmental Scientist	\$ 31.50	2.9	\$ 91.35
Senior Planner	\$ 39.50	2.9	\$ 114.55
Graphic Specialist	\$ 23.75	2.9	\$ 68.88
Clerical	\$ 19.50	2.9	\$ 56.55
Senior PSM	\$ 53.94	2.9	\$ 156.43
PSM	\$ 36.00	2.9	\$ 104.40
Survey Technician	\$ 21.88	2.9	\$ 63.45
Survey			
2-Man Crew	\$ 35.94	2.9	\$ 104.23
3-Man Crew	\$ 46.69	2.9	\$ 135.40
4-Man Crew	\$ 57.44	2.9	\$ 166.58

I hereby certify that the current salary/hourly rates shown above are the true and accurate rates being paid to the employees as of their recent effective payroll date.

Laura S Kline

Laura S. Kline, Vice President/CFO

7/14/09

Date

EXHIBIT (D)

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design are accurate, complete, and current as of July 4, 2009.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: Bowyer-Singleton & Associates, Inc.

Signature: Laura S. Kline

Name: Laura S. Kline

Title: V.P. & CEO

Date of execution: 7/14/09

ACTUAL MULTIPLIER COMPUTATION


Multiplier Computation Breakdown Indicated As Percentage of Direct Labor Costs:

FIRM NAME:	Cost	Function	Actual	County CAP (If Required)
Bowyer-Singleton & Associates, Inc.				
(a) Direct Labor Costs	\$ 6,699,617.00	100.00%	100.00%	100.00%
(b) GA & O Cost *				
Allowable GA & O Costs	\$ 10,285,973.00	divide (/)	153.53%	
Direct Labor Cost	\$ 6,699,617.00			
(c) Fringe Benefit Cost				
Fringe Benefit Cost	\$ 3,811,598.00	divide (/)	56.89%	
Direct Labor Cost	\$ 6,699,617.00			
MAX 162.00% (b+c)	Combined Rate	Sub-Total	210.42%	162.00%
(d) Total of (a) + Sub-Total (c)	Combined Rate	sum (+)	310.42%	262.00%
(e) Profit (% of d) = (MAX 11.00%)	310.42%	11.00%	34.15%	28.22%
	(d)			(11.00%)
(f) Total Multiplier Total of [(d+e)/100]	Combined Rate	sum (+); divide (/)	3.45	2.90

* Based most recent year's audit

☒ X

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of 2.90, then the County's multiplier of 2.90 will be used under this Agreement.


7/14/09
 Name & Title V.P. & CFO Date